

STATE OF INDIANA ) IN THE MARION CIRCUIT/SUPERIOR COURT  
 ) SS:  
COUNTY OF MARION ) CAUSE NO. \_\_\_\_\_

STATE OF INDIANA,

Plaintiff,

v.

ANTHONY LEON HUGHES,  
also known as  
LONNIE HUGHES,  
Individually and doing business as  
C & R WELL DRILLING PUMP & PLUMBING  
HUGHES WELL DRILLING, and  
HUGHES WATER WELL DRILLING &  
PUMP SERVICES

MILIADEE HUGHES,  
also known as  
DEE HUGHES,  
Individually and doing business as  
C & R WELL DRILLING PUMP & PLUMBING,  
C. & C. WELL DRILLING/PUMP/PLUMBING, and  
HUGHES WELL DRILLING,

Defendants.

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*Dana Ann Sadler*  
CLERK OF THE  
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION,  
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, and the Indiana Home Improvement Contracts Act, Ind. Code § 24-5-11-1, *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

## **PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c) and Ind. Code § 24-5-11-14.

### **A. Background on the Defendant, Anthony Leon Hughes.**

2. At all times relevant to this Complaint, the Defendant, Anthony Leon Hughes, also known as Lonnie Hughes, individually and doing business as C & R Well Drilling Pump & Plumbing, Hughes Well Drilling, and Hughes Water Well Drilling & Pump Services, was an individual engaged in business as a home improvement contractor with a principal place of business in Marion County, located at 3902 Arbor Greenway, Apt. 1114, Indianapolis, Indiana 46220.

3. On January 10, 1996, the Marion Superior Court entered a Default Judgment against the Defendant, Anthony Leon Hughes, which is attached and incorporated by reference as Exhibit "A", enjoining the Defendant, Anthony Leon Hughes, from the following:

- a. *Soliciting to engage in water well drilling without a license as required by law;*
- b. *Engaging in water well drilling without a license required by law;*
- c. *Engaging in water well pump service without a permit required by law, including but not limited to Marion County Code, Chapter 18, Article 2, Sec. 18-202;*
- d. *Representing to consumers that the Defendant's consumer transactions have the characteristics and benefits of being completed within a reasonable period of time when they do not and the Defendant knows or should reasonably know they do not; and*
- e. *Entering into residential home improvement contracts which are in violation of the Indiana Home Improvement Contracts Act, Ind. Code § 24-5-11-1, et seq.*

**B. Background on the Defendant, Miliadee Hughes.**

4. At all times relevant to this Complaint, the Defendant, Miliadee Hughes also known as Dee Hughes, individually and doing business as C & R Well Drilling Pump and Plumbing, C. & C. Well Drilling/Pump/Plumbing, and Hughes Well Drilling, was an individual engaged in business as a home improvement contractor with a principal place of business in Marion County, located at 10119 East 96<sup>th</sup> Street, Indianapolis, Indiana, 46256, as well as a location at 973 North Shadeland Avenue, #188, Indianapolis, Indiana, 46219.

**FACTS**

5. Since at least August 8, 2001, the Defendants have entered into home improvement contracts with Indiana consumers. Upon information and belief, the Defendants, Anthony Leon Hughes and Miliadee Hughes, have jointly operated several businesses, including Hughes Well Drilling and C & R Well Drilling Pump and Plumbing, and have acted in concert to defraud consumers.

6. When, in this Complaint, reference is made to any act of the Defendants, such allegations shall be deemed to mean the principals, agents, representatives, or employees of the Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of Defendants and while acting within the scope of their duties, employment, or agency.

**A. Allegations regarding Consumer Robert C. Strickland's Transaction.**

7. On or about June 20, 2005, the Defendants entered into a contract with Robert C. Strickland ("Strickland") of Indianapolis, Indiana, wherein the Defendant, Anthony Leon Hughes, on behalf of the Defendants, represented they would remove

Strickland's old well pump and replace it with a new well pump for Two Thousand Three Hundred Dollars (\$2,300.00), of which Strickland paid One Thousand Eight Hundred Dollars (\$1,800.00) as payment in full. Attached and incorporated by reference as Exhibit "B" is a true and accurate copy of the first contract Strickland received.

8. The Defendants failed to include the following information in the first contract with Strickland:

- a. The name and address of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- b. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- c. A reasonably detailed description of the proposed home improvements, or a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- d. A statement of any contingencies that would materially change the approximate completion date; and
- e. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

9. After beginning the work, the Defendant, Anthony Leon Hughes, on behalf of the Defendants, represented to Strickland the old well pump could not be replaced, and a new well would need to be drilled at a cost of Five Thousand Two Hundred Dollars (\$5,200.00), of which Strickland paid an additional Two Thousand Dollars (\$2,000.00) as a down payment. Attached and incorporated by reference as Exhibit "C" is a true and accurate copy of the second contract Strickland received.

10. The Defendants failed to include the following information in the second contract with Strickland:

- a. The address of the residential property that is the subject of the home improvement;
- b. The name of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- c. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- d. The approximate starting and completion dates of the home improvements;
- e. A statement of any contingencies that would materially change the approximate completion date; and

- f. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

11. The Defendants failed to obtain the necessary well drilling license prior to soliciting the well drilling contract and/or commencing any work under their contract with Strickland.

12. The Defendants failed to obtain a required pump permit from the Marion County Health and Hospital Corporation prior to soliciting the contract and/or commencing any work under their contract with Strickland.

13. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

14. The Defendants have yet to either complete the work as originally represented, or to issue a refund to Strickland.

**B. Allegations regarding Consumer James Bumb's Transaction.**

15. On or about June 28, 2005, the Defendants entered into a contract with James Bumb ("Bumb") of Indianapolis, Indiana, wherein the Defendant, Anthony Leon Hughes, on behalf of the Defendants, misrepresented the repairs needed and offered to replace a well pump and run a 400' water line at Bumb's home for Three Thousand Two Hundred Dollars (\$3,200.00), of which Bumb paid One Thousand Six Hundred Dollars (\$1,600.00) as a down payment. Attached and incorporated by reference as Exhibit "D" is a true and accurate copy of the contract Bumb received.

16. The Defendants failed to include the following information in the contract with Bumb:

- a. The telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- b. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- c. A statement of any contingencies that would materially change the approximate completion date; and
- d. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

17. Upon further inspection, Bumb learned the Defendant, Anthony Leon Hughes, misrepresented the repairs needed, as his problem was not a defective well pump, but rather was a clogged iron filter.

18. Bumb attempted to reach the Defendants to inform the Defendants of this finding and the Defendants refused to contact Bumb.

19. Bumb eventually hired another contractor to complete the work at a total cost of Three Hundred Dollars (\$300.00).

20. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

21. The Defendants have neither begun, and therefore has not completed, the work on Bumb's home, nor have they issued a refund to Bumb.

**C. Allegations regarding Consumer Roberta J. Baker's Transaction.**

22. On or about July 30, 2005, the Defendants entered into a contract with Roberta J. Baker ("Baker") of Indianapolis, Indiana, wherein the Defendant, Anthony Leon Hughes, on behalf of the Defendants, agreed to drill and install a new well at Baker's home for a price of Four Thousand and Fifty Dollars (\$4,050.00), of which Baker paid Two Thousand and Twenty-Five Dollars (\$2,025.00) as a down payment. Attached and incorporated by reference as Exhibit "E" is a true and accurate copy of the contract Baker received.

23. The Defendants failed to include the following information in the contract with Baker:

- a. Any time limitation on the consumer's acceptance of the home improvement contract;
- b. The approximate starting and completion dates of the home improvements;
- c. A statement of any contingencies that would materially change the approximate completion date; and
- d. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.



24. The Defendants failed to obtain the necessary well drilling license prior to soliciting the contract with Baker.

25. The Defendants failed to obtain the required pump permit from the Marion County Health and Hospital Corporation prior to soliciting the contract and/or commencing any work under their contract with Baker.

26. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

27. The Defendants have neither begun, and therefore have not completed, the work on Baker's home, nor have they issued a refund to Baker.

**D. Allegations regarding Consumer Jean Crabtree's Transaction.**

28. On or about August 18, 2005, the Defendants entered into a contract with Jean Crabtree ("Crabtree") of Indianapolis, Indiana, wherein the Defendant, Miliadee Hughes, on behalf of the Defendants, represented they would replace a well line at Crabtree's home for a total price of One Thousand Two Hundred Dollars (\$1,200.00), of which Crabtree paid One Thousand Dollars (\$1,000.00) as a down payment. Attached and incorporated by reference as Exhibit "F" is a true and accurate copy of the contract Crabtree received.

29. The Defendants failed to include the following information in the contract with Crabtree:

- a. The telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

- b. Any time limitation on the consumer's acceptance of the home improvement contract;
- c. A reasonably detailed description of the proposed home improvement, or if the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- d. The approximate starting and completion dates of the home improvement;
- e. A statement of any contingencies that would materially change the approximate completion date; and
- f. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

30. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

31. The Defendants have neither begun, and therefore have not completed, the work on Crabtree's home, nor have they issued a refund to Crabtree.

**E. Allegations regarding Consumer Miranda Selke's Transaction.**

32. On or about October 3, 2005, the Defendants entered into a contract with Miranda Selke ("Selke") of Indianapolis, Indiana, wherein the Defendant, Miliadee Hughes, on behalf of the Defendants, represented they would replace a well pump at Selke's home for a total price of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00), of which Selke paid Nine Hundred and Twenty-Five Dollars (\$925.00) as a down payment. Attached and incorporated by reference as Exhibit "G" is a true and accurate copy of the first contract Selke received.

33. The Defendants failed to include the following information in their first contract with Selke:

- a. Any time limitation on the consumer's acceptance of the home improvement contract;
- b. The approximate starting and completion dates of the home improvement;
- c. A statement of any contingencies that would materially change the approximate completion date; and
- d. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

34. After beginning the work, the Defendant, Miliadee Hughes, on behalf of the Defendants, represented to Selke the old well pump could not be replaced, and a new well would need to be drilled at a cost of Four Thousand Eight Hundred Dollars

(\$4,800.00), of which Selke paid an additional One Thousand Four Hundred and Fifty Dollars (\$1,450.00) as a down payment. Attached and incorporated by reference as Exhibit "H" is a true and accurate copy of the second contract Selke received.

35. The Defendants failed to include the following information in their second contract with Selke:

- a. Any time limitation on the consumer's acceptance of the home improvement contract;
- b. The approximate starting and completion dates of the home improvement;
- c. A statement of any contingencies that would materially change the approximate completion date; and
- d. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

36. The Defendants failed to obtain the necessary well drilling license prior to soliciting and/or commencing any work under their contract with Selke.

37. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

38. The Defendants have neither completed the work on Selke's home as represented, nor issued a refund to Selke.

**F. Allegations regarding Consumer Tonya Renfro's Transaction.**

39. On or about October 12, 2005, the Defendants entered into a contract with Tonya Renfro ("Renfro") of Indianapolis, Indiana, wherein the Defendant, Miliadee Hughes, on behalf of the Defendants, represented they would dig and replace an existing sewer line at Renfro's home for a total price of One Thousand Two Hundred and Twenty-Five Dollars (\$1,225.00), of which Renfro paid One Thousand Dollars (\$1,000.00) as payment in full. Attached and incorporated by reference as Exhibit "I" is a true and accurate copy of the contract Renfro received.

40. The Defendants failed to include the following information in their first contract with Renfro:

- a. The telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- b. Any time limitation on the consumer's acceptance of the home improvement contract;
- c. The approximate starting and completion dates of the home improvement;
- d. A statement of any contingencies that would materially change the approximate completion date; and
- e. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

41. At the time of contract formation, the Defendant, Miliadee Hughes, on behalf of the Defendants, represented the work included a five (5) year warranty on labor and materials.

42. The Defendants failed to obtain the necessary sewer connection permit, as required by the *Revised Code of the Consolidated City and County*, Chapter 671, Section 22, prior to any work commencing under their contract with Renfro.

43. Approximately Two (2) months after the work was completed, Renfro's basement began to flood, and Renfro requested the warranty work be performed.

44. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the warranty work, pursuant to the terms of the contract, within a reasonable period of time.

45. The Defendants have yet to either perform the warranty work as represented, or issued a refund to Renfro.

**G. Allegations regarding Consumer Ronald Smith's Transaction.**

46. On or about February 4, 2006, the Defendants entered into a contract with Ronald Smith ("Smith") of Fishers, Indiana, wherein the Defendant, Miliadee Hughes, on behalf of the Defendants, represented they would repair his septic system for Nine Thousand Two Hundred and Forty Dollars (\$9,240.00), of which Smith paid Four Thousand Six Hundred Dollars (\$4,600.00) as a down payment. Attached and incorporated by reference as Exhibit "J" is a true and accurate copy of the Defendants' contract with Smith.

47. The Defendants failed to include the following information in the contract with Smith:

- a. The telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- b. Any time limitation on the consumer's acceptance of the home improvement contract;
- c. A statement of any contingencies that would materially change the approximate completion date; and
- d. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

48. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

49. The Defendants have neither begun, and therefore have not completed, the work on Smith's home, nor have they issued a refund to Smith.

**H. Allegations regarding Consumer Annie Carr's Transaction.**

50. On or about February 27, 2006, the Defendants entered into a contract with Annie Carr ("Carr") of Indianapolis, Indiana, wherein the Defendant, Miliadee Hughes, on behalf of the Defendants, represented they would repair the well and install a well pump at Carr's home for a total price of Two Thousand Eight Hundred and Fifty Dollars (\$2,850.00), of which Carr paid One Thousand Four Hundred and Twenty-Five Dollars (\$1,425.00) as a down payment. Attached and incorporated by reference as Exhibit "K" is a true and accurate copy of the contract Carr received.

51. . . The Defendants failed to include the following information in the contract with Carr:

- a. The telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- b. Any time limitation on the consumer's acceptance of the home improvement contract;
- c. A reasonably detailed description of the proposed home improvement, or if the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- d. The approximate starting and completion dates of the home improvement;
- e. A statement of any contingencies that would materially change the approximate completion date; and
- f. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.



52. The Defendants failed to obtain the required pump permit from the Marion County Health and Hospital Corporation prior to soliciting the contract and/or commencing any work under their contract with Carr.

53. At the time of contract formation, the Defendants represented the work included a Five (5) year warranty on labor and materials.

54. Approximately Six (6) days after the work was completed, the well stopped working, and Carr requested the warranty work be performed.

55. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the warranty work, pursuant to the terms of the contract, within a reasonable period of time.

56. The Defendants have yet to either perform the warranty work as represented, or issued a refund to Carr.

**I. Allegations regarding Consumer Sherrie Murphy's Transaction.**

57. On or about August 6, 2006, the Defendants entered into a contract with Sherrie Murphy ("Murphy") of Martinsville, Indiana, wherein the Defendant, Miliadee Hughes, on behalf of the Defendants, represented they would remodel Murphy's bathroom, replace her roof, and misrepresented the need for a new septic system, all for a total price of Twenty Thousand Dollars (\$20,000.00), of which Murphy paid Fifteen Thousand Dollars (\$15,000.00) as a down payment. Attached and incorporated by reference as Exhibit "L" is a true and accurate copy of the contract Murphy received.

58. The Defendants failed to include the following information in their contract with Murphy:

- a. The telephone number and names of any agent to whom consumer problems and inquiries could be directed;
- b. Any time limitation on the consumer's acceptance of the home improvement contract;
- c. The approximate starting and completion dates of the home improvement;
- d. A statement of any contingencies that would materially change the approximate completion date; and
- e. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

59. Upon further inspection, Murphy learned the Defendant, Miliadee Hughes, misrepresented the repairs needed, as her problem was not a defective septic system, but rather a clogged line.

60. The Defendants failed to obtain the necessary plumbing license prior to soliciting any work with Murphy.

61. The Defendants failed to obtain the proper permits for the septic system prior to soliciting any work with Murphy.

62. The Defendants failed to register as residential sewage disposal systems installers in Morgan County, pursuant to Morgan County Ordinance No. 4-3-3.1, Health Department Ordinance 1979-4, the Morgan County "Environmental Health Services Residential Sewage Disposal Systems" Ordinance, prior to soliciting any work with Murphy.

63. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented at the time of contract formation they would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

64. The Defendants have neither begun, and therefore have not completed, the work on Murphy's home, nor have they issued a refund to Murphy.

#### **COUNT I - VIOLATIONS OF THE HOME IMPROVEMENT CONTRACTS ACT**

65. The services described in paragraphs 7, 9, 15, 22, 28, 32, 34, 39, 46, 50, and 57 are "home improvements" as defined by Ind. Code § 24-5-11-3.

66. The transactions referred to in paragraphs 7, 9, 15, 22, 28, 32, 34, 39, 46, 50, and 57 are "home improvement contracts" as defined by Ind. Code § 24-5-11-4.

67. The Defendants are "suppliers" as defined by Ind. Code § 24-5-11-6.

68. By failing to provide the consumers with completed home improvement contracts, containing the information referred to in paragraphs 8, 10, 16, 23, 29, 33, 35, 40, 47, 51, and 58, the Defendants violated the Home Improvement Contracts Act, Ind. Code § 24-5-11-10.

#### **COUNT II - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

69. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 68 above.

70. The transactions referred to in paragraphs 7, 9, 15, 22, 28, 32, 34, 39, 46, 50, and 57 are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

71. The Defendants are "suppliers" as defined by Ind. Code § 24-5-0.5-2(a)(3).

72. The Defendants' violations of the Indiana Home Improvement Contracts Act, referred to in paragraphs 8, 10, 16, 23, 29, 33, 35, 40, 47, 51, and 58, constitute deceptive acts by the Defendants, in accordance with Ind. Code § 24-5-11-14.

73. The Defendants' representation to consumers the consumer transactions had sponsorship, approval, performance, characteristics, accessories, uses, or benefits they did not have, when the Defendants knew or reasonably should have known the transactions did not have such, as referenced in paragraphs 7, 9, 15, 22, 28, 32, 34, 39, 46, 50, and 57, constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

74. The Defendants' representation to consumers that repairs were needed, when the repairs were not necessary, when the Defendants knew or reasonably should have known such repair or replacement was not needed, as referenced in paragraphs 15 and 57, constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(5).

75. The Defendants' representation to consumers the consumer transactions involved a warranty, when the representation was false and the Defendants knew or reasonably should have known no such warranty was available, as referenced in paragraphs 41 and 53, constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(8).

76. The Defendants' representations to consumers they would be able to deliver or complete the subject of the consumer transaction within a reasonable period of time, when the Defendants knew or reasonably should have known they could not, as referenced in paragraphs 13, 20, 26, 30, 37, 44, 48, 55, and 63, constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

77. By failing to have a plumbing license, well drilling license, failing to be listed as a general contractor, obtaining the appropriate permits, registering as a residential sewage disposal systems installer, or otherwise failing to obtain the necessary licenses and permits, prior to soliciting and/or commencing any work with consumers, as referenced in paragraphs 11, 12, 24, 25, 36, 42, 52, 60, 61, and 62, the Defendants violated the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-10(a)(1).

**COUNT III – KNOWING AND INTENTIONAL VIOLATIONS  
OF THE DECEPTIVE CONSUMER SALES ACT**

78. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 77 above.

79. The misrepresentations and deceptive acts set forth in paragraphs 7, 8, 9, 10, 11, 12, 13, 15, 16, 20, 22, 23, 24, 25, 26, 28, 29, 30, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 44, 46, 47, 48, 50, 51, 52, 55, 57, 58, 60, 61, 62, and 63 were committed by the Defendants with the knowledge and intent to deceive.

**COUNT IV – VIOLATION OF THE MARION SUPERIOR COURT'S  
INJUNCTION BY THE DEFENDANT, ANTHONY LEON HUGHES,**

80. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 79 above.

81. The violations contained in Counts I, II, and III violate the Court-ordered injunction referenced in paragraph 2, entitling the State of Indiana to enhanced civil penalties against the Defendant, Anthony Leon Hughes, under Ind. Code §24-5-0.5-4(f).

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants, Anthony Leon Hughes, also known as Lonnie Hughes, individually and doing business as C & R Well Drilling Pump & Plumbing, Hughes Well Drilling, and Hughes Water Well Drilling & Pump Services, and Miliadee Hughes also known as Dee Hughes, individually and doing business as C & R Well Drilling Pump and Plumbing, C. & C. Well Drilling/Pump/Plumbing, and Hughes Well Drilling, enjoining the Defendants from the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract, which includes at a minimum the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

- (4) A reasonably detailed description of the proposed home improvements;
- (5) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (6) The approximate starting and completion date of the home improvements;
- (7) A statement of any contingencies that would materially change the approximate completion date;
- (8) The home improvement contract price; and
- (9) Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

- c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
- d. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should have known it does not have;
- e. representing, expressly or by implication, the replacement or repair constituting the subject of a consumer transaction is needed, if it is not and if the Defendants know or should reasonably know it is not;
- f. representing, expressly or by implication, that such consumer transaction involves or does not involve a warranty, a disclaimer or warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendants know or should reasonably know the representation is false;
- g. representing, expressly or by implication, the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they cannot; and
- h. soliciting or engaging in a home improvement transaction without a license or permit required by law.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendants for the following relief:



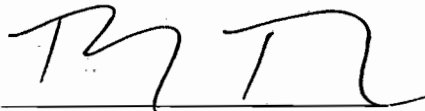
- a. cancellation of the Defendants' unlawful contracts with consumers, including, but not limited to, those consumers identified in paragraphs 7, 9, 15, 22, 28, 32, 34, 39, 46, 50, and 57, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers to the Defendants, including but not limited to those consumers identified in paragraphs 7, 9, 15, 22, 28, 32, 34, 39, 46, 50, and 57, in an amount to be determined at trial;
- c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;
- e. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;

- f. On Count IV of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(f) for the Defendant, Anthony Leon Hughes's, violations of an injunction in the amount of Fifteen Thousand Dollars (\$15,000.00) per violation; and
- g. all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:

  
Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49

Office of Attorney General  
Indiana Government Center South  
302 W. Washington, 5th Floor  
Indianapolis, IN 46204  
Telephone: (317) 233-3300

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION SUPERIOR COURT  
CAUSE NO. 49D03-9511-CP-1655

STATE OF INDIANA,

Plaintiff,

v.

ANTHONY LEON HUGHES, d/b/a  
H & H Well Drilling and Pump Service,  
K & L Well Drilling and Pump Service, and  
Hughes Well Drilling,

Defendant.

FILED

JAN 10 1996

*Sarah M. Taylor*  
CLERK

**DEFAULT JUDGMENT**

The State of Indiana, having moved this Court for a Default Judgment against the Defendant, Anthony Leon Hughes, doing business as H & H Well Drilling and Pump Service, K & L Well Drilling and Pump Service, and Hughes Well Drilling, and the Court having considered the motion and being duly advised in the premises, now finds that:

1. The State of Indiana filed its Verified Complaint for Injunction and Damages on November 27, 1995, a copy of which was duly served on the Defendant pursuant to Trial Rule 4.1(A)(3) and (B);
2. Pursuant to Trial Rule 6(C) of the Indiana Rules of Procedure, the Defendant was to answer or otherwise plead to the amended complaint on or before December 22, 1995;
3. The date set by the Indiana Rules of Procedure has passed and the Defendant has failed to appear or file a responsive pleading with the Court;

JAN 10 1996

4. The Office of the Attorney General has expended at least twenty hours in the investigation and prosecution of this case.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court pursuant to Ind. Code § 24-5-0.5-4(c), that the Defendant, Anthony Leon Hughes, doing business as H & H Well Drilling and Pump Service, K & L Well Drilling and Pump Service, and Hughes Well Drilling, is permanently enjoined from committing the following deceptive acts:

a. representing to consumers that the Defendant's consumer transactions have the characteristics or benefits of being bonded and insured when the Defendant knows or should reasonably know that the representation is false;

b. soliciting to engage in water well drilling without a license as required by law;

c. engaging in water well drilling without a license required by law;

d. engaging in water well pump service without a permit required by law,

including but not limited to Marion County Code, Chapter 18, Article 2, Sec. 18-202, and Hamilton County Code 25-49-4-1(b)(5);

e. representing to consumers that the Defendant's consumer transactions have the characteristics and benefits of being completed within a reasonable time when they do not and the Defendant knows or should reasonably know they do not;

f. representing to consumers that the Defendant's consumer transactions have the characteristics and benefits of having new parts and supplies when the defendant knows or should reasonably know that he will not use new parts and supplies;

g. representing that the Defendant has a sponsorship, approval or affiliation with any organization or association in consumer transactions when he does not and the Defendant

knows or should reasonably know that he does not, including but not limited to the National Ground Water Association; and

h. entering into residential home improvement contracts which are in violation of the Indiana Home Improvement Contracts Act, Ind. Code 24-5-11-1, *et seq.*

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court pursuant to Ind. Code § 24-5-0.5-4(c)(2) and (d) that the contracts entered into by the following consumers with the Defendant are void and the Defendant shall pay the following amount to the State of Indiana to be held in escrow for the benefit of the aggrieved consumers:

	<u>NAME</u>	<u>DATE OF CONTRACT</u>	<u>PRICE</u>
(1)	Thomas Hornback	November 2, 1993	\$1,050.00
(2)	Kyle D. Hunter	April 1, 1993	2,126.00
(3)	Joseph Mize	October 10, 1994	1,625.00
(4)	Pat & Julie Emmert	November 10, 1994	1,864.00
(5)	Sandra Rayner	May 30, 1995	1,500.00
(6)	Shirley P. Gollmer	July 11, 1995	1,174.00
(7)	David Polikoff	May 8, 1994	<u>165.00</u>
	TOTAL:		\$9,504.00

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the Defendant pay the following civil penalties and costs:

- a. pursuant to Ind. Code §24-5-0.5-8, civil penalties of two thousand five hundred dollars (\$2,500.00), payable to the State of Indiana

for violations of the Indiana Home Improvement Contracts Act in  
the State of Indiana's Exhibits B-F;

- b. pursuant to Ind. Code §24-5-0.5-4(g), civil penalties of four thousand five hundred dollars (\$4,500.00) payable to the State of Indiana for knowing violations of the Deceptive Consumer Sales Act enumerated in paragraph 31(a)-(i) of the State of Indiana's Verified Complaint; and
- c. pursuant to Ind. Code § 24-5-0.5-4(c)(3), costs of one thousand dollars (\$1,000.00) payable to the Office of the Attorney General incurred in the investigation and prosecution of this cause.

All of which is ordered on 1/10, 1996.

  
Judge, Marion Superior Court

Distribution to:

John M. Hauber  
Deputy Attorney General  
I.G.C.S., Fifth Floor  
402 West Washington St.  
Indianapolis, IN 46204-2770

Anthony Leon Hughes  
H&H Well Drilling and Pump Service  
731 South Manhattan Avenue  
Indianapolis, IN 46241-2138



Licensed  
Insured  
&  
Bonded

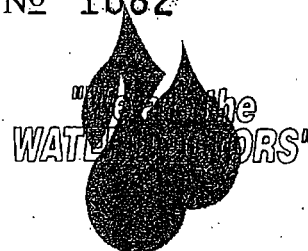
# HUGHES WATER WELL DRILLING & PUMP SERVICES

FAMILY OWNED & OPERATED SINCE 1947

## INVOICE

Invoice  
Number

No 1082



24 HRS  
EMERGENCY SERVICE  
7 DAYS A WEEK

Business Phone: (317) 253-5207

Toll Free: 1-866-781-0386

JOB LOCATION: Rob STRICKLAND

We charge  
by **THE JOB**  
not by **THE HOUR**

Date of Job

6-20-05

Date of Completion

6-22-05

ATTENTION: \_\_\_\_\_

JOB DESCRIPTION	\$ AMOUNT
Fixing Damage pump pit around pump house to erect clean out	
Unseal main pump	
Unseal main pipe	
Unseal main around Leak and parts	
<i>[Signature]</i>	
Thank You for Your Business	TOTAL \$ <u>2,300<sup>00</sup></u>

*[Signature]*

State No. 5138

STATE'S  
EXHIBIT

NOTIFICATION & STATUS REPORT

DATE/TIME  
Tue, 28 Jun 2005 12:17:14

REMOTE CSID  
317 266 5345

DURATION PAGES  
01:07 2

STATUS  
New

JUN-28-2005 12:26

NBD 30TH & SHADELAND H546

317 266 5345 P.01/02



Licensed  
Insured  
&  
Bonded

**HUGHES**  
**WATER WELL DRILLING**  
&  
**PUMP SERVICES**

FAMILY OWNED & OPERATED SINCE 1947

Invoice  
Number

No 1030



**24 HRS  
EMERGENCY SERVICE  
7 DAYS A WEEK**

Date of Job

Business Phone: (317) 253-5207  
Toll Free: 1-866-781-0386

JOB LOCATION:

We charge  
by **THE JOB**  
not by **THE HOUR**

Question date

Date of Completion

ATTENTION: Robert Strickland

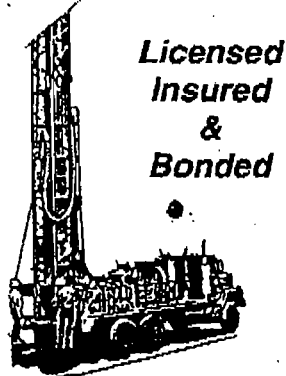
Question date

JOB DESCRIPTION	\$ AMOUNT
1 - 5" well @ \$15 per foot including well casing - labor + materials. Need 150 feet	\$ 2250.00
1 - 5" brass screen	\$ 600.00
- Grouting well around well casing by code 150 ft.	\$ 650.00
- Plugging and banding old well incl. labor materials	\$ 800.00
1 - 5" pitless adapter installed by code	\$ 800.00
2 - well permits for pump and well \$50 each	\$ 100.00
lightening hit wire from house to well and damaged well pump	
Thank You for Your Business	
TOTAL	\$ 5200.00

*Paul J. Hughes*  
*Lannie Hughes*

STATE'S  
EXHIBIT





Licensed  
Insured  
&  
Bonded

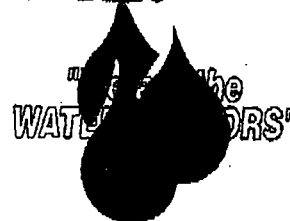
# HUGHES WATER WELL DRILLING & PUMP SERVICES

FAMILY OWNED & OPERATED SINCE 1947

## INVOICE

Invoice  
Number

No 1219



24 HRS  
EMERGENCY SERVICE  
7 DAYS A WEEK

Business Phone: (317) 253-5207

Toll Free: 1-866-781-0386

JOB LOCATION: Jim Bumb

We charge  
by **THE JOB**  
not by **THE HOUR**

Date of Job

6-28-01

Date of Completion

6-29-01

ATTENTION:

JOB DESCRIPTION	\$ AMOUNT
Install new 3 1/4" H Pump	
through new casing	
Install pump	
clean out well	
flush pump	
1/2 Down 1,400	
BL 1,400	
Julie Potts	
Give you want on pump	
Thank You for Your Business	
TOTAL	\$ 2800

1" poly line to tennis 1400

4/22/20

3:10 AM. 7/31/68

DATE ORDERED 7/30/05	ORDER TAKEN BY Dorrie Hef
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION 8225	
JOB PHONE	STARTING DATE
TEAMS 1/2 Dorrie Dorrie Hef Hef	

pol CL # 17350	TOTAL LABOR	
2,025.00	TOTAL MATERIALS	
	TOTAL MISCELLANEOUS	
	SUBTOTAL	
	TAX	
	GRAND TOTAL	4,050.00

# JOB INVOICE

**(877) 333-0032**

See page

# JOE INVOICE

6665

ORDER TAKEN BY _____		DATE OF ORDER <b>8/12/05</b>	
JOB NAME/NUMBER _____		CUSTOMER'S ORDER NUMBER _____	
JOB LOCATION _____			
<input type="checkbox"/> DAY WORK		<input type="checkbox"/> CONTRACT	
		<input type="checkbox"/> EXTRA	
JOB PHONE _____		STARTING DATE _____	

TO

**TERMS:**

[illegible]

Work ordered by

signature

I hereby acknowledge the satisfactory completion of the above described work.

STATE'S  
EXHIBIT

Thank You

TAX

TOTAL

12000000

**C & R WELL DRILLING  
PUMP & PLUMBING**

10119 E. 96th ST.  
INDIANAPOLIS, IN 46256  
(317)-578-0015

578-0749  
(877) 333-0032

Dee Hughes

679.9166

**JOB INVOICE**

6838

PH	DATE OF ORDER 10/4/05
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER	
JOB LOCATION	
JOB PHONE	STARTING DATE

TO Marshall

TERMS:

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
1	1/2 N.P. Submersible Well Pump			Installation of a New Submersible Well Pump.
	poly Ball Line			
	12/12 Pump wire			
1	40/60 Pressure Switch			
1	Pressure Gauge			
2	1 1/4" x 1" Brass Bushings			
1	1" Brass Drain Adapter			
	Stacors, Electrical Tape, Clamps, Wire Nuts +			
	Any Minor Materials			
				OTHER CHARGES
				1 Permit
				paid V# 2908
				TOTAL OTHER
		LABOR	HRS. RATE	AMOUNT
2	5yr. Warranty on Labor + Materials	2 men		
				1/2 Hour Remaining Balance due upon completion
				Paid Half Down 10-4m 05 \$ 925.00
DATE COMPLETED		TOTAL LABOR		
		TOTAL MATERIALS		
		TOTAL OTHER		

DATE COMPLETED

TOTAL MATERIALS

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX

TOTAL

1850.00

STATE'S EXHIBIT

Indiana No. 5138

**C & R WELL DRILLING  
PUMP & PLUMBING**  
10119 E. 96th ST.  
INDIANAPOLIS, IN 46256  
(317) 578-0015

*Lee Skyles*  
679-9166

# JOB INVOICE

6849

(877) 333-0032

PHONE	DATE OF ORDER <b>10/8/05</b>
ORDER NUMBER	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER	
JOB LOCATION	
JOB PHONE	STARTING DATE

TO *Miranda Selke*

TERMS:

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
> 1	5" Well Driller @			Drill 2 New Well
	\$15.00		1500.00	+ Install Complete
	Based on 100'			Pump Installation
1	Well Screen		375.00	
	Grout		275.00	
1	Well Pump Permit		50.00	
1	Well Drilling Permit		50.00	
Complete Pump Installation:				OTHER CHARGES
1	3/4 N.P. Submersible Well Pump			Well Dig / Water Truck
	poly Roll Pipe			Backhoe
	12/2 Pump Wire			
1	40/60 Pressure Switch			
1	Pressure Gauge			
> 2	1 1/4" x 1" Brass Bushings			4 Men
1	1" Brass Insert Adapter			
	Stainless Electrical Tapes			
	Wire Nuts, Clamps, & Qty			1/2 Hour \$1450.00
	Misc Materials			CH# 2965
1	Pressure Test			
1	Brass Test Tee			
1	Brass Drain			
	5yr. Warranty on Labor & Materials			
DATE COMPLETED				TOTAL LABOR
TOTAL MATERIALS				TOTAL MATERIALS
				TOTAL OTHER
				TAX
				TOTAL <b>4800.00</b>

Work ordered by *X*

Signature

*Miranda Selke*

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

STATE'S  
EXHIBIT

H

Blumberg No. 8130

10119 E. 96th ST.  
INDIANAPOLIS, IN 46256  
(317) 578-0015

(877) 333-0032

6840

DATE OF ORDER

CUSTOMER'S ORDER NUMBER

☐ DAY WORK

☐ CONTRACT

**EXTRA**

**JOB NAME/NUMBER**

### **JOB LOCATION**

**JOB PHONE.**

STARTING DATE

W. C. Hughes

ГҮ.

## MATERIAL

**PRICE**

**AMOUNT**

### DESCRIPTION OF WORK

7' SCD 35 4" Pipe (P.V.C.)	Dig & Replace			
45' Elbows (4" SCD 35)	Existing Sewer/City			
4" Tee SCD 35	Line to City lot			
4" Cap " "	Will Verify Previous Work	OTHER CHARGES		
4" To 6" Clay Ferro				
Sand Bedding (Per Code)				
Backfill Depth				
		TOTAL OTHER		
LABOR	HRS.	RATE	AMOUNT	

OTHER CHARGES

TOTAL OTHER

**LABOR**

HRS.	RATE
------	------

AMOUNT

Backhoe & Operator	3 men
-----------------------	-------

Star Weekly  
on Materials & Labor

1/2 down of  
\$1225.00

TOTAL LABOR  
TOTAL MATERIALS

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

TAX

ordered by

Tomoya Rendo

STATE'S  
EXHIBIT

**C. & C. WELL DRILLING/PUMP/PLI**

10119 E. 96TH ST.

INDIANAPOLIS, INDIANA 46258

317-577-1358

Bill To:

MR. SMITH

*Invoice*

Number: 8005

Date: February 04, 2008

Ship To:

CONTRACT

Description	Amount
INSTALLATION OF A SEPTIC REPAIR:	9,700.00
SOIL TEST	
DESIGN THE SYSTEM	
ALL UTILITIES WILL BE MARKED AND FLAGED	
PERMIT	
1 1000 GALLON DOSING TANK COATED	
1 1/2 H.P. ZOLLAR 35 GPM @ 18' TDH	
DUAL MERCURY FLOATS	
1 CHECK VALVE	
1 2" BREAKAWAY FLANGE DISCONNECT	
1 HIGH LEVEL ALARM	
1 ELECTRICAL JUNCTION BOX SEALED	
1 9 HOLE SEALED JUNCTION BOX	
50' 2" SCHEDULE 40 PVC	

CK# 8629 Carl

3/24/08 Received \$1600.00  
CK# 8645 due 4/15/08

Paid Down 3,000.00  
 Bal Due 6,240.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$9,240.00	\$0.00	\$0.00	\$0.00	\$9,240.00

**C. & C. WELL DRILLING/PUMP/PLI**

10119 E. 96TH ST.  
 INDIANAPOLIS, INDIANA 46256  
 317-577-1358

Bill To:  
 MR. SMITH

*Invoice*

Number: 6005

Date: February 04, 2006

Ship To:  
 CONTRACT

Description	Amount
4 2" 22'S	
4 2" 45'S	
2 2" 90'S	
180' 4" SDR 35 PIPE	
12 4" 90'S	
12 4" 45'S	
12 4" 22'S	
500' 4" FINGER SYSTEM PIPE	
5 TRIAXLE LOADS STONE	
3 ROLLS OF SEPTIC PAPER	
FINGER SYSTEM STAKES	
LAZER TRANSIT	
BACKHOE/ OPERATOR	
3 MEN LABOR	

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$9,240.00	\$0.00	\$0.00	\$0.00	\$9,240.00



**C. & C. WELL DRILLING/PUMP/PLI**

10119 E. 96TH ST.

INDIANAPOLIS, INDIANA 46258

317-577-1358

**Bill To:**

MR. SMITH

*Invoice***Number:** 6005**Date:** February 04, 2008**Ship To:**

CONTRACT

Description	Amount
TANK WILL NEED TO BE PUMPED AGAIN	
1 RISER , RING EXTENSION, AND LID	
2 ROLLS OF SEALANT	
GLUE/PRIMER	
ELECTRICAL WIRING 12/2 UNDERGROUND	
290' 4" PERFORATED PERIMETER DRAIN	
5 YEAR WARRANTY ON LABOR AND MATERIALS	
PER BOARD OF HEALTH PERIMETER DRAIN MUST BE INSTALLED	
1/2 DOWN \$4620.00	
REMAINING BALANCE DUE UPON COMPLETION/UNLESS PAYMENT ARRANGEMENTS HAVE BEEN MADE	
CREDIT IS GIVEN FOR \$210.00 FOR 1ST SEPTIC TANK PUMPED, \$250.00 CREDIT GIVEN FOR SOIL TEST	
<b>Total</b>	<b>\$9,700.00</b>

Amount Paid: 460.00

Amount Due: 9,240.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$9,240.00	\$0.00	\$0.00	\$0.00	\$9,240.00

# JOB INVOICE

6839

TO

**TERMS:**

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
> 1	1/2 N.P. Sub. Well Pump poly pipe 12/2 Pump Wire.			Locate Well & set up & Install Filter, & a New Submersible Well Pump
1	40/60 Press. Switch			
1	Press. Gauge			New Well Line
2	1 1/4" X 1" Brass Bushings			from Well To House
1	1" Brass Inlet Adapter			Pressure Control Box
1	10' PVC Sch. 40			
1	4x1 Rubber Adapter			
	Wires, Fittings, Stems, Wire Ant., Electrical Tape etc.			
				OTHER CHARGES
				1 Permit Boothue
				TOTAL OTHER
				LABOR HRS. RATE AMOUNT
>	Spr. Warranty on Labor & Materials			3 men
				Ch# 1049 @ 142.5. <sup>00</sup> /Hr See Invoice
				1/2 amount Remaining Balance due at Completion.
DATE COMPLETED	TOTAL MATERIALS			TOTAL LABOR TOTAL MATERIALS

Work ordered by \_\_\_\_\_

**Signature**

I hereby acknowledge the satisfactory completion of the above described work.

STATE'S  
EXHIBIT

K

TAX

**TOTAL**

2850.

**C. & C. WELL DRILLING**

973 N. SHADELAND AVE. #188  
 INDIANAPOLIS, INDIANA 46219  
 317-577-1358

*Invoice*

Number: 6058

Date: February 27, 2006

## Bill To:

ANNIE CARR

## Ship To:

STATE FARM INSURANCE

CLAIM#

POLICY#

FAX# 1-888-736-2715

LIGHTING STRIKE,

Description	Amount
WELL HAD TO BE EXCAVATED	575.00
1 1/2 H.P. SUBMERSIBLE WELL PUMP	875.00
100' POLY. WELL PIPE	175.00
100' 12/2 PUMP WIRE	225.00
1 40/60 PRESSURE SWITCH	95.00
1 PRESSURE GAUGE	75.00
STACONS, ELECTRICAL TAPE, CLAMPS, WIRE NUTS, AND ANY MISC. MATERIALS	50.00
WELL HAD TO BE CHLORNIATED.	75.00
2 1 1/4"X1" BRASS BUSHINGS	75.00
1 1" BRASS INSERT ADAPTER	55.00
1 4X1 PITLESS ADAPTER	190.00
1 10' PVC SCH.80	60.00
1 WELL PUMP PERMIT	50.00
WELL LINE FROM WELL TO HOUSE	275.00

0 - 30 days

31 - 60 days

61 - 90 days

&gt; 90 days

Total

\$2,850.00

\$0.00

\$0.00

\$0.00

\$2,850.00

**C. & C. WELL DRILLING**

973 N. SHADELAND AVE. #188  
INDIANAPOLIS, INDIANA 46219  
317-577-1358

*Invoice*

Number: 6058

Date: February 27, 2006

## Bill To:

ANNIE CARR

## Ship To:

STATE FARM INSURANCE

CLAIM#

POLICY#

FAX# 1-888-736-2715

LIGHTING STRIKE,

---

Description	Amount
-------------	--------

5 YEAR WARRANTY ON LABOR AND MATERIALS	
--	--

Total	\$2,850.00
-------	------------

---

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$2,850.00	\$0.00	\$0.00	\$0.00	\$2,850.00

**C. & C. WELL DRILLING, PUMP & I**

10119 E. 96TH ST.

INDIANAPOLIS, INDIANA 46256

*Invoice*

Number: 5002

Date: August 06, 2006

**Bill To:**

SHERRY &amp; LEE MURPHY

**Ship To:****Description****Amount**

INSTALLATION OF A NEW ROOF

5,000.00

NEW BOARDS WILL BE REPLACED ACCORDINGLY

NEW FELT PAPER WILL BE INSTALLED

NEW 30 YEAR SHINGLES WILL BE INSTALLED

COLOR CHOICE WILL BE SELECTED BY THE MURPHYS

5 YEAR WARRANTY ON LABOR AND MATERIALS

**Total****\$5,000.00**

0 - 30 days

31 - 60 days

61 - 90 days

&gt; 90 days

**Total**

\$5,000.00

\$0.00

\$0.00

\$0.00

\$5,000.00

**C. & C. WELL DRILLING, P[UMP, &**  
10119 E.96TH ST.  
INDIANAPOLIS, INDIANA 46256

*Invoice*

Number: 5006

Date: August 06, 2006

Bill To:

SHERRY &amp; LEE MURPHY

Ship To:

---

**Description****Amount**

REMODEL BATHROOM

3,500.00

BATHTUB WILL BE REMOVED, AND A NEW BATH TUB WITH A SHOWER AND TUB ENCLOSURE  
WILL BE INSTALLEDTOLIET WILL BE REMOVED, AND A NEW TOLIET CLOSET FLANGE, AND BOLTS WILL BE  
INSTALLED.

SINK WILL BE REMOVED, AND A NEW SINK WITH STOP AND OVERFLOW WILL BE INSTALLED.

IF CUSTOMER WOULD LIKE FLOORING INSTALLED A SECTION WILL BE CHSOEN AND  
DISCUSSED. IF CUSTOMER WANT TO REMOVE ANY WALLS, THIS WILL BE DISCUSSED ALSO.

5 YEAR WARRANTY ON LABOR AND MATERIALS

---

**Total** **\$3,500.00**

---

**0 - 30 days****31 - 60 days****61 - 90 days****> 90 days****Total**

\$3,500.00

\$0.00

\$0.00

\$0.00

\$3,500.00

# C. & C. WELL DRILLING PUMP, & I

10119 E. 96TH ST.

INDIANAPOLIS, INDIANA 46256

317-577-1358

## Invoice

Number: 5001

Date: August 06, 2006

Bill To:

Ship To:

SHERRY &amp; LEE MURPHY

Description	Amount
INSTALLATION OF A MOUNDS SYSTEM	11,500.00
PER THE MORGAN COUNTY BOARD OF HEALTH	
MEETING WITH THE BOARD OF HEALTH	
SITE EVALUATION PER BOARD OF HEALTH	
ONCE SITE EVALUATION, HAS BEEN DONE WE CAN FILE FOR THE APPLICATION, FOR THE PERMIT	
MANUFACTOR OF SEPTIC TANK IS MARK'S CONCRETE	
MANUFACTOR OF ALARM SYSTEM AND PUMP IS HYDROMATIC	
AGGREGATE MATERIAL DETERMINED BY THE BOARD OF HEALTH	
A FLOOR PLAN MUST BE SUBMITTED WITH APPLICATION	
A PLAN/DRAWING MUST BE SUBMITTED WITH APPLICATION	
THE PLAN MUST HAVE LOT SIZE, AND DIMENSIONS, PROPOSED TYPE, SIZE, DESIGN, AND LOCATION OF THE SEWAGE DISPOSAL SYSTEM, AND ALL SEPARATION DISTANCES FROM WATER SUPPLIES, ALL OTHER WELLS, LAKES, STREAMS, DITCHES, DRAINAGES, TILE, AND ALL STRUCTURES, ROADS AND	
CROSS SECTION IS REQUIRED	

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00

**C. & C. WELL DRILLING PUMP, & I**

10119 E. 98TH ST.

INDIANAPOLIS, INDIANA 46256

317-577-1358

**Bill To:**

SHERRY &amp; LEE MURPHY

**Ship To:***Invoice*

Number: 5001

Date: August 06, 2006

**Description****Amount**

A STAKE MUST BE PLACED AT EACH END OF EACH TRENCH AND THE CORNERS

BACKHOE WILL BE REQUIRED

5 YEAR WARRANTY ON LABOR AND MATERIALS

**Total** \$11,500.00**0 - 30 days****31 - 60 days****61 - 90 days****> 90 days****Total**

\$11,500.00

\$0.00

\$0.00

\$0.00

\$11,500.00